

1 HONORABLE MARSHA J. PECHMAN
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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 THE POKÉMON COMPANY
11 INTERNATIONAL, INC., a Delaware
12 corporation,

13 Plaintiff,

14 v.

15 CRYSTAL CARVINGS, LLC, a Kentucky
16 limited liability company; CLIFFORD
17 NAIMAN, an individual,

18 Defendants.

19 Case No. 2:16-cv-00122-MJP

20 FINAL JUDGMENT AND PERMANENT
21 INJUNCTION AGAINST DEFENDANTS
22 CRYSTAL CARVINGS, LLC AND
23 CLIFFORD NAIMAN

24 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

25 **FINDINGS AND CONCLUSIONS**

26 1. This is an action for copyright infringement under the Copyright Act, 17 U.S.C.
27 § 101 *et seq.* In the Complaint, Plaintiff The Pokémon Company International, Inc. (“TPCi”)
sought, among other relief, injunctive relief under 17 U.S.C. § 502.

2. The Court has original subject matter jurisdiction over this action under 28 U.S.C.
§§ 1331 and 1338. Venue is proper in this Court under 28 U.S.C. § 1391(b).

3. The Complaint alleges, in part, that Defendants Clifford Naiman and his entity
Crystal Carvings, LLC (“Defendants”), copied, reproduced, displayed and distributed TPCi’s
copyrighted Pokémon works without authorization, thereby infringing TPCi’s copyrighted
works.

FINAL JUDGMENT

Judgment is entered in favor of TPCi and against Defendants.

INJUNCTION

1. For the purposes of this Permanent Injunction, the following definitions apply:

(a) “Copyrighted Work” shall mean any work, or portion thereof, whether now in existence or later created, in which TPCi, or a parent, subsidiary or affiliate of TPCi owns or controls a valid and subsisting exclusive right under the Copyright Act, 17 U.S.C. § 101 *et seq.*

(b) “Infringing Work” shall mean any unauthorized scan, copy, reproduction, counterfeit, derivative work or other colorable imitation of the Copyrighted Works or any part thereof. “Infringing Works” include “Poké Balls,” as defined below.

(c) “Poké Ball” refers to a glass or other transparent sphere manufactured and sold by Defendants or at their direction, which contains a reproduction or manifestation of a Pokéémon character or images, including but not limited to the Pokéémon Poké Ball and the Pokéémon characters Pikachu, Charizard, Dragonite, Scyther, Mewtwo, Arcanine, Gengar, Eevee, Mew, Blastoise, Squirtle, Bulbasaur, and Charmander.

(d) "Days" means calendar days, unless otherwise specified.

2. Defendants and their agents, servants, employees, assigns, and all those in active concert or participation with any of them (“Enjoined Parties”), who receive actual notice of this Permanent Injunction by personal service or otherwise, are ORDERED and ENJOINED as follows:

(a) Effective immediately upon the entry of this Permanent Injunction, the Enjoined Parties are permanently enjoined from infringing the Copyrighted Works, either directly or contributorily, including generally but not limited to, by copying, reproducing, displaying, promoting, marketing, advertising, offering for sale or otherwise disposing of or distributing any Infringing Work.

(b) Effective immediately upon entry of this Permanent Injunction, the

1 Enjoined Parties shall cease any and all distribution, marketing, advertising, or other promotional
2 activity with respect to any Infringing Work.

3 (c) Effective immediately upon the entry of this Permanent Injunction, the
4 Enjoined Parties are permanently enjoined from inducing, aiding, abetting, contributing to, or
5 otherwise assisting anyone in infringing upon any Copyrighted Work.

6 (d) Within seven (7) days of the entry of this Permanent Injunction,
7 Defendants shall remove all advertisements or online promotion for any Infringing Works.

8 (e) Within thirty (30) days of the entry of this Permanent Injunction,
9 Defendants shall destroy each and every piece of Infringing Work that is in their possession or
10 control.

11 (f) Within thirty (30) days of the entry of this Permanent Injunction,
12 Defendants shall provide an affidavit to TPCi, signed under penalty of perjury, certifying that
13 they have complied with the removal and destruction of the Infringing Works as ordered herein.

14 3. If TPCi believes that Defendants have violated any provision of this Permanent
15 Injunction, TPCi will provide Defendants with written notice of the alleged violation and
16 Defendants will have five (5) business days after receipt of the notice to cure the alleged
17 violation. If the alleged violation is not cured by the expiration of this 5-day period, TPCi may
18 pursue any and all actions and relief in connection with the alleged violation.

19 **BINDING EFFECT**

20 IT IS FURTHER ORDERED that this Permanent Injunction shall be binding upon and
21 inure to the benefit of the parties and all successors, assigns, parent entities, subsidiaries,
22 officers, directors, members, shareholders, distributors, agents, affiliates, and all other persons
23 who are in active concert or participation with anyone described herein, who receive actual
24 notice of this Permanent Injunction by personal service or otherwise.

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RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that the Court shall retain jurisdiction of this action for purposes of construing, modifying, and enforcing this Permanent Injunction.

IT IS SO ORDERED.

DATED this 8th day of April, 2016

Wassily Kandinsky

Marsha J. Pechman
United States District Judge